

SUGGESTED FORMAT  
(for use with 1910-1-FA, 1997 Edition)

This is **Exhibit B**, consisting of \_\_\_\_ pages, referred to in and  
part of the **Agreement between OWNER and ENGINEER**  
**for Professional Services--Funding Agency Edition**, dated

\_\_\_\_\_.  
WV Version 2002

Initial:

OWNER\_\_\_\_\_

ENGINEER\_\_\_\_\_

**OWNER's Responsibilities**

---

**PART 1 -- FURTHER RESPONSIBILITIES OF OWNER**

**B.1.00** In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions and related documents for ENGINEER to include in the Bidding documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Project Sale.
- C. Following ENGINEER's assessment of initially-available Project information and data, upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional services. Such additional information or data would generally include the following:
  - 1. property descriptions;
  - 2. zoning, deed and other land use restrictions;
  - 3. property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points;
  - 4. data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof;
  - 5. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas; and
  - 6. data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Furnish as appropriate other services or direct ENGINEER to provide Additional Services as set forth in Part 2 or Exhibit A of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Obtain reviews, approvals and permits from all governmental authorities having jurisdiction to approve all Phases of the Project designed or specified by ENGINEER and such reviews, approvals and consents from others as may be necessary for completion of each Phase of the Project. OWNER will pay all permit application fees associated with obtaining the necessary reviews, permits, and approvals for construction of the Project.
- I. Provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
  - 2. legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests;
  - 3. such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid; and
  - 4. placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If Resident Project Representative services are not provided pursuant to paragraph A.1.05.B.1 or otherwise, provide a representative to observe the progress and quality of the Work.
- M. If OWNER designates a construction manager, an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the site, define and set forth in this Exhibit B the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion, final payment, and warranty inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment and facilities of OWNER, prior to their incorporation into the Work, with appropriate professional interpretation thereof;
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:
  - 1. that Contractor is complying with any Laws or Regulations applicable to contractor's performing and furnishing the Work; or
  - 2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B.1.00.O. and P.
- R. Perform or provide the following additional services